

1 DANIEL G. BOGDEN
United States Attorney
2 Nevada State Bar No. 2137
DANIEL D. HOLLINGSWORTH
3 Assistant United States Attorney
Nevada State Bar No. 1925
4 Lloyd D. George United States Courthouse
333 Las Vegas Boulevard South, Suite 5000
5 Las Vegas, Nevada 89101
Telephone: (702) 388-6336
6 Facsimile: (702) 388-6787
Counsel for Plaintiff
7
8
9

10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA,)
)
13 Plaintiff,)
)
14 v.) 2:09-CV-539-JCM-(GWF)
)
15 \$337,400.00 IN UNITED STATES)
CURRENCY,)
16)
Defendant.)
17

18 **SETTLEMENT AGREEMENT FOR ENTRY OF JUDGMENT OF FORFEITURE AS TO**
19 **BYUNG KIL LEE AND ORDER**

20 The United States of America (“United States”), by and through Daniel G. Bogden, United States
21 Attorney for the District of Nevada, and Daniel D. Hollingsworth, Assistant United States Attorney, and
22 Byung Kil Lee and his counsel, Frank M. Flansburg III, agree as follows:

23 1. This case is a civil forfeiture action seeking to forfeit \$337,400.00 in United States Currency
24 under 18 U.S.C. § 981(a)(1)(A) and (a)(1)(C) and 31 U.S.C. § 5317(c)(2).

25 2. Byung Kil Lee knowingly and voluntarily agrees to the civil judicial forfeiture of the
26 \$337,400.00 in United States Currency.

1 3. Byung Kil Lee knowingly and voluntarily agrees to forfeit the \$337,400.00 in United States
2 Currency to the United States.

3 4. Byung Kil Lee knowingly and voluntarily agrees to relinquish all right, title, and interest in the
4 \$337,400.00 in United States Currency.

5 5. Byung Kil Lee knowingly and voluntarily agrees to waive his right to any civil judicial
6 forfeiture proceedings (“proceedings”) concerning the \$337,400.00 in United States Currency.

7 6. Byung Kil Lee knowingly and voluntarily agrees to waive service of process of any and all
8 documents filed in this action or any proceedings concerning the \$337,400.00 in United States Currency
9 arising from the facts and circumstances of this case.

10 7. Byung Kil Lee knowingly and voluntarily agrees to waive any further notice to him, his agent,
11 or his attorney regarding the forfeiture and disposition of the \$337,400.00 in United States Currency.

12 8. Byung Kil Lee knowingly and voluntarily agrees not to file any claim, answer, petition, or
13 other documents in any proceedings concerning the \$337,400.00 in United States Currency.

14 9. Byung Kil Lee knowingly and voluntarily agrees to withdraw any claims, answers,
15 counterclaims, petitions, or other documents he filed in any proceedings concerning the \$337,400.00 in
16 United States Currency.

17 10. Byung Kil Lee knowingly and voluntarily agrees to waive the statute of limitations, the
18 CAFRA requirements, Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture
19 Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional requirements, and the constitutional due
20 process requirements of any forfeiture proceedings concerning the \$337,400.00 in United States Currency.

21 11. Byung Kil Lee knowingly and voluntarily agrees to waive his right to a trial on the forfeiture
22 of the \$337,400.00 in United States Currency.

23 12. Byung Kil Lee knowingly and voluntarily agrees to waive (a) all constitutional, legal, and
24 equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim concerning, and
25 (c) any claim or defense under the Eighth Amendment to the United States Constitution, including, but not
26 . . .

1 limited to, any claim or defense of excessive fines or cruel and unusual punishments in any proceedings
2 concerning the \$337,400.00 in United States Currency.

3 13. Byung Kil Lee knowingly and voluntarily agrees to the entry of a Judgment of Forfeiture of
4 the \$337,400.00 in United States Currency to the United States.

5 14. Byung Kil Lee understand that the forfeiture of the \$337,400.00 in United States Currency
6 shall not be treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any other
7 penalty that may be imposed on Byung Kil Lee in addition to forfeiture.

8 15. Byung Kil Lee knowingly and voluntarily agrees to the conditions set forth in this Settlement
9 Agreement for Entry of Judgment of Forfeiture as to Byung Kil Lee and Order (“Settlement Agreement”).

10 16. Byung Kil Lee knowingly and voluntarily agrees to hold harmless the United States, the
11 United States Department of Justice, the United States Attorney’s Office for the District of Nevada, the
12 United States Department of Homeland Security, Homeland Security Investigations, the Drug
13 Enforcement Administration, their agencies, their agents, and their employees from any claim made by
14 Byung Kil Lee or any third party arising out of the facts and circumstances of this case.

15 17. Byung Kil Lee knowingly and voluntarily releases and forever discharges the United States,
16 the United States Department of Justice, the United States Attorney’s Office for the District of Nevada,
17 the United States Department of Homeland Security, Homeland Security Investigations, the Drug
18 Enforcement Administration, their agencies, their agents, and their employees from any and all claims,
19 rights, or causes of action of any kind that Byung Kil Lee now has or may hereafter have on account of, or
20 in any way growing out of, the seizures and the forfeitures of the property in the civil judicial forfeiture.

21 18. Byung Kil Lee knowingly and voluntarily acknowledges, understands, and agrees that (a)
22 federal law requires the Department of the United States Treasury and other disbursing officials to offset
23 federal payments to collect delinquent tax and non-tax debts owed to the United States and to individual
24 states (including past-due child support); (b) if an offset occurs to the payment to be made pursuant to this
25 agreement, they will receive a notification from the Department of the United States Treasury at the last
26 address provided by them to the governmental agency or entity to whom the offset payment is made; (c) if

1 they believe the payment may be subject to an offset, they may contact the Treasury Department at 1-800-
2 304-3107; (d) the terms of this settlement do not affect the tax obligations fines, penalties, or any other
3 monetary obligations owed to the United States or an individual state; and (e) the exact sum delivered to
4 Frank M. Flansburg III, on behalf of him, may well be a lesser sum, if the Treasury Offset Program
5 reduces the amount in satisfaction of a debt obligation.

6 19. After the property is forfeited in the civil case and the United States District Court has signed
7 the Settlement Agreement concerning the property, within a practicable time thereafter for the United
8 States, the United States agrees to release to Byung Kil Lee one payment of \$134,960.00 in United States
9 Currency less any debt owed to the United States, any agency of the United States, or any debt in which
10 the United States is authorized to collect, through Frank M. Flansburg III. Byung Kil Lee knowingly and
11 voluntarily agrees to fill out the Department of the United States Treasury Automated Clearing House
12 ("ACH") form accurately and correctly and submit it to the United States Attorney's Office so that the
13 payment of the money can be disbursed by electronic fund transfer. Byung Kil Lee knowingly and
14 voluntarily agrees the \$134,960.00 in United States Currency may be offset by any debt owed to the
15 United States, any agency of the United States, or any debt in which the United States is authorized to
16 collect.

17 20. Each party acknowledges and warrants that its execution of the Settlement Agreement is free
18 and is voluntary.

19 21. The Settlement Agreement contains the entire agreement between the parties.

20 22. Except as expressly stated in the Settlement Agreement, no party, officer, agent, employee,
21 representative, or attorney has made any statement or representation to any other party, person, or entity
22 regarding any fact relied upon in entering into the Settlement Agreement, and no party, officer, agent,
23 employee, representative, or attorney relies on such statement or representation in executing the
24 Settlement Agreement.

25 . . .

26 . . .

1 23. The persons signing the Settlement Agreement warrant and represent that they have full
2 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
3 they are signing, to the terms of the Settlement Agreement.

4 24. This Settlement Agreement shall be construed and interpreted according to federal forfeiture
5 law and federal common law. The jurisdiction and the venue for any dispute related to, and/or arising
6 from, this Settlement Agreement is the unofficial Southern Division of the United States District Court for
7 the District of Nevada, located in Las Vegas, Nevada.

8 25. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

9 26. This Settlement Agreement shall not be construed more strictly against one party than against
10 the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the
11 parties; it being recognized that both parties have contributed substantially and materially to the
12 preparation of this Settlement Agreement.

13 ...

14 ...

15 ...

16 ...

17 ...

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

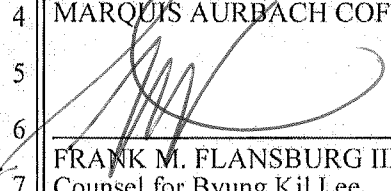
1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause
2 for the seizure and forfeiture of the \$337,400.00 in United States Currency.

3 DATED: 9-15-2014

DATED: _____


4 MARQUIS AURBACH COFFING

DANIEL G. BOGDEN
United States Attorney

5
6 
7 FRANK M. FLANSBURG III
Counsel for Byung Kil Lee

DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

8 DATED: SEP/06/2014

9
10 BYUNG KIL LEE 
11 BYUNG KIL LEE

12
13
14
15 IT IS SO ORDERED:

16
17
18 _____
UNITED STATES DISTRICT JUDGE

19 DATED: _____
20
21
22
23
24
25
26

1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause
2 for the seizure and forfeiture of the \$337,400.00 in United States Currency.

3 DATED: _____

DATED: September 23, 2014

4 MARQUIS AURBACH COFFING

DANIEL G. BOGDEN
United States Attorney

5
6 _____
7 FRANK M. FLANSBURG III
Counsel for Byung Kil Lee

/s/ Daniel D. Hollingsworth
DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

8 DATED: _____

9
10 _____
11 BYUNG KIL LEE

12
13
14
15 IT IS SO ORDERED:

16
17
18 
19 _____
UNITED STATES DISTRICT JUDGE

20 DATED: October 2, 2014
21
22
23
24
25
26